AWARD/CONTRACT	1. THIS CONTRAC UNDER DPAS (ORDER			RATING	PAGE 0	OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. N61340-12-C-0008	3. EFFECTIVE DA			l	4. REQUI	ISITION/PURC	CHASE REQUEST/PI	ROJECT NO	
5. ISSUED BY CODE NAWCTSD 253 12350 RESEARCH PARKWAY OLRANDO FL 32826	N61340		DCMA S 3009 112 CORPC	MINIST EREI SEATTLE 2TH AVE NE SUIT DRATE CAMPUS E UE WA 98004-801	ES 200 EAST III	er than Item 5)	CODI	E S4801A	
7. NAME AND ADDRESS OF CONTRACT TYONEK WORLDWIDE SERVICES, INC. 1689 C ST, STE 219 ANCHORAGE AK 99501-5131	OR (No., street, city,	county, state a	l and zip co	de)		8. DELIVERY [] FOB 9. DISCOUNT FO		THER (See	e below)
CODE 4SXC7	FACILITY CODE					10. SUBMIT INV (4 copies unless oth TO THE ADDRE SHOWN IN:	erwise specified)	ITEM Sec	tion G
	N4143A		DFAS (DFAS (P.O. BO COLUM	AYMENT W - COLUMBUS CEI COWEST ENTITL DX 182381 MBUS OH 43218-2	NTER EMENT OPER 381	ATIONS		HQ0339	
13. AUTHORITY FOR USING OTHER TH. COMPETITION: [] 10 U.S.C. 2304(c)() [] 41	AN FULL AND OP U.S.C. 253(c)(EN)		CCOUNTING Schedule	S AND APP	PROPRIATION	DATA		
15A. ITEM NO. 15B. SUP.	PLIES/ SERVICES		15C.	QUANTITY	15D. UN	NIT 1:	5E. UNIT PRICE	15F. A	MOUNT
SEE SO	CHEDULE								
	16.	TABLE C	OF CO		G. TOTAL A	AMOUNT OF (CONTRACT	\$5	,122,139.94
(X) SEC. DESCRIPTION PART I - THE S CH		PAGE(S)	(X)	SEC.	PA		ESCRIPTION RACT CLAUSES		PAGE(S)
X A SOLICITATION/ CONTRACT F X B SUPPLIES OR SERVICES AND F		1 2 - 11	X		RACT CLA		HIBITS AND OTHE	ED ATTACL	36 - 42
X C DESCRIPTION/ SPECS./ WORK X D PACKAGING AND MARKING X E INSPECTION AND ACCEPTAN X F DELIVERIES OR PERFORMAN X G CONTRACT ADMINISTRATIO X H SPECIAL CONTRACT REQUIR	STATEMENT ICE CE N DATA	12 13 14 - 15 16 - 20 21 - 25 26 - 35	X	J LIST O PAI K REPRE OTHER L INSTES	F ATTACH RTIV - RE SENTATIO R STATEM S., CONDS.,	HMENTS PRESENTATIO ONS, CERTIFIC ENTS OF OFFI	ONS AND INSTRUC CATIONS AND ERORS ESTO OFFERORS		43 - 44
CC	ONT RACTING OFF		L CO	<u> </u>					
			ncludir above, i the con (b) this	to the additions or c is hereby accepted tract which consists award/contract. N	hanges made by as to the items li of the following to further contra	isted above and on an g documents: (a) the actual document is necessary and of the actual document of the actual document of the actual document is necessary and of the actual document of the actual documen	or changes are set forth in fi y continuation sheets. This a Government's solicitation and cessary.	ward consumm d your offer, an	ates
19B. NAME OF CONTRACTOR	19C. DATI	E SIGNED	20B.	UNITED STA	ATES OF A	MERICA		20C. DAT	E SIGNED
BY(Signature of person authorized to sign)			BY_	ala		of Contracting Officer	Ren	10-Nov-2	2011

Section B - Supplies or Services and Prices

ADDITIONAL INFORMATION

CLINs 0001, 1000, 2000, 3000, 4000, and 5000 are Firm Fixed Price (FFP) type CLINs for tasks identified in the Statement of Work (SOW) Attachment 1.

CLINs 1100, 2100, 3100, 4100, and 5100 are for Over and Above Work Requests associated with the SOW paragraph 4.5.5.

CLINs 1200, 2200, 3200, 4200, and 5200 are Cost-No-Fee type CLINs for travel associated with the SOW.

CLINs 1300, 2300, 3300, 4300, and 5300 are for Technical Data and are Not Separately Priced (NSP).

CLINs 2400, 3400, 4400, and 5400 are FFP type CLINs for Department of Labor price adjustments associated with the SOW.

SBA REFERENCE

SBA Requirement #0491-10-008783/01

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$161,280.00	\$161,280.00

MOBILIZATION

FFP

Lot I Base Year (14 Nov 2011 - 31 Dec 2011) MOBILIZATION PERIOD in accordance with Section C.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300231061

NET AMT \$161,280.00

ACRN AA \$161,280.00

CIN: 130023106100001

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\$0.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 1000 9 Months \$551,206.66 \$4,960,859.94 MAINTENANCE SERVICES Lot I Base Year (01Jan 2012 - 30 Sep 2012) Contractor maintenance support services for the Fleet Readiness Center Mid-Atlantic (FRCMA), NAS Patuxent River, MD. Services shall be in accordance with Section C. FOB: Destination PURCHASE REQUEST NUMBER: 1300231061 **NET AMT** \$4,960,859.94 ACRN AA \$4,960,859.94 CIN: 130023106100002 ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1100 \$0.00 OVER AND ABOVE **FFP** Lot I Base Year (01 Jan 2012 - 30 Sep 2012) FOB: Destination **NET AMT** \$0.00 ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 1200 \$0.00 TRAVEL **COST** Lot I Base Year (01 Jan 2012 - 30 Sep 2012) Travel in accordance with Section C.

ESTIMATED COST

FOB: Destination

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\$6,812,852.52

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 1300 **NSP** TECHNICAL DATA FFP Lot I Base Year (01 Jan 2012 - 30 Sep 2012) Technical Data in accordance with Section C. FOB: Destination **NET AMT** \$0.00 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 2000 12 Months \$567,737.71 \$6,812,852.52 OPTION MAINTENANCE SERVICES **FFP** Lot II - (01 Oct 2012 - 30 Sep 2013) Contractor maintenance support services for the Fleet Readiness Center Mid-Atlantic (FRCMA), NAS Patuxent River, MD. Services shall be in accordance with Section C. FOB: Destination

NET AMT

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ITEM NO 2100 OPTION	SUPPLIES/SERVICES OVER AND ABOVE	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00		
	FFP Lot II - (01 Oct 2012 - 30 FOB: Destination	Sep 2013)					
				NET AMT	\$0.00		
ITEM NO 2200 OPTION	SUPPLIES/SERVICES TRAVEL	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00		
	COST Lot II Base Year (01 Oct 2012 - 30 Sep 2013) Travel in accordance with Section C. FOB: Destination						
				ESTIMATED COST	\$0.00		
ITEM NO 2300 OPTION	SUPPLIES/SERVICES TECHNICAL DATA	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP		
	FFP Lot II - (01 Oct 2012 - 30 Sep 2013) Technical Data in accordance with Section C. FOB: Destination						
				NET AMT	\$0.00		

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ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 2400 \$0.00 OPTION Price Adjustment pursuant to DOL Wage Determinations and Collective Bargaining Agreements(CBAs) FOB: Destination **NET AMT** \$0.00 SUPPLIES/SERVICES UNIT ITEM NO QUANTITY **UNIT PRICE AMOUNT** 3000 12 Months \$574,516.67 \$6,894,200.04 OPTION MAINTENANCE SERVICES Lot III - Option (01 Oct 2013 - 30 Sep 2014) Contractor maintenance support services for the Fleet Readiness Center Mid-Atlantic (FRCMA), NAS Patuxent River, MD. Services shall be in accordance with Section C. FOB: Destination **NET AMT** \$6,894,200.04 QUANTITY **UNIT PRICE** AMOUNT ITEM NO SUPPLIES/SERVICES UNIT 3100 \$0.00 OPTION OVER AND ABOVE **FFP** Lot III - Option (01 Oct 2013 - 30 Sep 2014) FOB: Destination **NET AMT** \$0.00

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ITEM NO 3200 OPTION	SUPPLIES/SERVICES TRAVEL	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	COST Lot III Base Year (01 Oct C. FOB: Destination	2013 - 30 Sep 201	4) Travel in a	accordance with Section	
				ESTIMATED COST	\$0.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3300 OPTION	TECHNICAL DATA FFP				NSP
	Lot III - Option (01 Oct 20 Section C. FOB: Destination	013 - 30 Sep 2014 _/	Technical D	ata in accordance with	
				NET AMT	\$0.00
ITEM NO 3400	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
OPTION	Price Adjustment pursuant FFP Wage Determinations and FOB: Destination		ning Agreeme	ents(CBAs)	
				NET AMT	\$0.00

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ITEM NO 4000 OPTION	SUPPLIES/SERVICES MAINTENANCE SERVIFFP Lot IV - (01 Oct 2014 - 30 the Fleet Readiness Center Services shall be in accord FOB: Destination) Sep 2015) Contra r Mid-Atlantic (FR	CMA), NAS P		AMOUNT \$6,923,799.96
				NET AMT	\$6,923,799.96
ITEM NO 4100 OPTION	SUPPLIES/SERVICES OVER AND ABOVE FFP Lot IV - (01 Oct 2014 - 30 FOB: Destination	QUANTITY O Sep 2015)	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00

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UNIT PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **AMOUNT** 4200 \$0.00 OPTION TRAVEL **COST** Lot IV Base Year (01 Oct 2014 - 30 Sep 2015) Travel in accordance with Section C. FOB: Destination ESTIMATED COST \$0.00 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 4300 **NSP** OPTION TECHNICAL DATA **FFP** Lot IV - (01 Oct 2014 - 30 Sep 2015) Technical Data in accordance with Section C. FOB: Destination **NET AMT** \$0.00 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 4400 \$0.00 OPTION Price Adjustment pursuant to DOL Wage Determinations and Collective Bargaining Agreements(CBAs) FOB: Destination **NET AMT** \$0.00

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ITEM NO 5000 OPTION	SUPPLIES/SERVICES MAINTENANCE SERVIFFP Lot V Option (01 Oct 201 services for the Fleet Reac River, MD. Services shall FOB: Destination	5 - 30 Sep 2016) (liness Center Mid-	Atlantic (FRCN	MA), NAS Patuxent	AMOUNT \$6,954,180.00
				NET AMT	\$6,954,180.00
ITEM NO 5100 OPTION	SUPPLIES/SERVICES OVER AND ABOVE FFP Lot V Option (01 Oct 201 FOB: Destination	QUANTITY 5 - 30 Sep 2016)	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00

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UNIT PRICE ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **AMOUNT** 5200 \$0.00 OPTION TRAVEL **COST** Lot V Base Year (01 Oct 2015 - 30 Sep 2016) Travel in accordance with Section C. FOB: Destination ESTIMATED COST \$0.00 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 5300 **NSP** OPTION TECHNICAL DATA **FFP** Lot V Option (01 Oct 2015 - 30 Sep 2016) Technical Data in accordance with Section C. FOB: Destination **NET AMT** \$0.00 ITEM NO SUPPLIES/SERVICES QUANTITY UNIT **UNIT PRICE AMOUNT** 5400 \$0.00 OPTION Price Adjustment pursuant to DOL Wage Determinations and Collective Bargaining Agreements(CBAs) FOB: Destination **NET AMT** \$0.00 Section C - Descriptions and Specifications

ADDITIONAL INFORMATION

DESCRIPTION/SPECIFICATION/WORK STATEMENT

<u>CLINs 0001, 1000, 2000, 3000, 4000, 5000</u> - The Contractor shall furnish the necessary services required to perform the work described in Attachment 1 "Statement of Work 6643-A-0389 for Contractor Maintenance Support Services (CMSS)".

<u>CLINs 1100, 2100, 3100, 4100, 5100</u> - The Contractor shall provide Over and Above Work Request associated in Attachment 1 "Statement of Work 6643-A-0389 for Contractor Maintenance Support Services (CMSS)".

<u>CLINs 1200, 2200, 3200, 4200, 5200</u> - The Contractor shall travel in accordance with Attachment 1 "Statement of Work 6643-A-0389 for Contractor Maintenance Support Services (CMSS)".

<u>CLINs 1300, 2300, 3300, 4300, 5300</u> - The Contractor shall provide administrative and technical data in accordance Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A.

<u>CLINs 2400, 3400, 4400, 5400</u> - The Department of Labor price adjustments will be made in association with the Wage Determination and the CBA applicable to this contract.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at:

http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms

- (b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR SAAR.fct@navy.mil mailbox.
- (c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.
- (d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

Section D - Packaging and Marking

<u>CLINs 0001, 1000, 1100, 1200, 2000, 2100, 2200, 2400, 3000, 3100, 3200, 3400, 4000, 4100, 4200, 4400, 5000, 5100, 5200, 5400</u> – Packaging and Marking requirements do not apply.

<u>CLINs 1300, 2300, 3300, 4300, 5300</u> – The contractor shall package and mark data in accordance with Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.
 - (b) The contractor shall prominently display on the cover of each report the following information:
 - (1) Name and business address of contractor.
 - (2) Contract Number/Delivery/Task order number.
 - (3) Contract/Delivery/Task order dollar amount.
 - (4) Whether the contract was competitively or non-competitively awarded.
 - (5) Name of sponsoring individual.
 - (6) Name and address of requiring activity.

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

GOVERNMENT QASP

GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

The Quality Assurance Surveillance Plan (QASP) at Attachment 2 is a Government-developed and applied document used to ensure that systematic quality assurance methods are used in the administration of the Contract. The intent is to verify that the Contractor performs in accordance with Statement of Work and meets Acceptable Quality Level (AQL) performance metrics and the Government receives the quality of services called for in the contract.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1000	Destination	Government	Destination	Government
1100	Destination	Government	Destination	Government
1200	Destination	Government	Destination	Government
1300	Destination	Government	Destination	Government
2000	Destination	Government	Destination	Government
2100	Destination	Government	Destination	Government
2200	Destination	Government	Destination	Government
2300	Destination	Government	Destination	Government
2400	Destination	Government	Destination	Government
3000	Destination	Government	Destination	Government
3100	Destination	Government	Destination	Government
3200	Destination	Government	Destination	Government
3300	Destination	Government	Destination	Government
3400	Destination	Government	Destination	Government
4000	Destination	Government	Destination	Government
4100	Destination	Government	Destination	Government
4200	Destination	Government	Destination	Government
4300	Destination	Government	Destination	Government
4400	Destination	Government	Destination	Government
5000	Destination	Government	Destination	Government
5100	Destination	Government	Destination	Government
5200	Destination	Government	Destination	Government
5300	Destination	Government	Destination	Government
5400	Destination	Government	Destination	Government

52.246-4 Inspection Of Services--Fixed Price AUG 1996 252.246-7000 Material Inspection And Receiving Report MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the designated COR.
- (b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form (Attachment 4). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9516 SPECIAL DISTRIBUTION OF DD FORM 250 (NAVAIR) (OCT 2005)

Copies of the Material Inspection and Receiving Reports (DD Form 250) required to be delivered by the contractor shall also be delivered to the following:

Activity Address

N4143A - Fleet Readiness Center Mid-Atlantic Attn: Byron Gundaker, COR (<u>byron.gundaker@navy.mil</u>) Hangar 301 Suite 203W 47042 Tate Road NAS Patuxent River, MD 20670

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 14-NOV-2011 TO 31-DEC-2011	N/A	FLEET READINESS CENTER PATUXENT RIVER BYRON GUNDAKER FRCMA PAX HANGAR 301 SUITE 203W 47042 TATE ROAD PATUXENT RIVER MD 20670 301-342-0644 FOB: Destination	N4143A
1000	POP 01-JAN-2012 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N4143A
1100	POP 01-JAN-2012 TO 30-SEP-2012	N/A	N/A FOB: Destination	
1200	POP 01-JAN-2012 TO 30-SEP-2012	N/A	N/A FOB: Destination	
1300	POP 01-JAN-2012 TO 30-SEP-2012	N/A	N/A FOB: Destination	
2000	POP 01-OCT-2012 TO 30-SEP-2013	N/A	FLEET READINESS CENTER PATUXENT RIVER BYRON GUNDAKER FRCMA PAX HANGAR 301 SUITE 203W 47042 TATE ROAD PATUXENT RIVER MD 20670 301-342-0644 FOB: Destination	N4143A
2100	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
2200	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
2300	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
2400	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	

3000	POP 01-OCT-2013 TO 30-SEP-2014	N/A	FLEET READINESS CENTER PATUXENT N4143A RIVER BYRON GUNDAKER FRCMA PAX HANGAR 301 SUITE 203W 47042 TATE ROAD PATUXENT RIVER MD 20670 301-342-0644 FOB: Destination
3100	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
3200	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
3300	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
3400	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination
4000	POP 01-OCT-2014 TO 30-SEP-2015	N/A	FLEET READINESS CENTER PATUXENT N4143A RIVER BYRON GUNDAKER FRCMA PAX HANGAR 301 SUITE 203W 47042 TATE ROAD PATUXENT RIVER MD 20670 301-342-0644 FOB: Destination
4100	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
4200	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
4300	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
4400	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
5000	POP 01-OCT-2015 TO 30-SEP-2016	N/A	FLEET READINESS CENTER PATUXENT N4143A RIVER BYRON GUNDAKER FRCMA PAX HANGAR 301 SUITE 203W 47042 TATE ROAD PATUXENT RIVER MD 20670 301-342-0644 FOB: Destination

5100	POP 01-OCT-2015 TO 31-AUG-2016	N/A	N/A FOB: Destination
5200	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
5300	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
5400	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

- (a) The contract shall commence on <u>14 November 2011</u> and shall continue for <u>58 1/2 months</u>. However, the period of performance may be extended in accordance with the option provisions contained herein.
- (b) If FAR Clause 52.216-18, "Ordering," is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

CLAUSES INCORPORATED BY FULL TEXT

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

In accordance with 4.2.4 of the SOW.

- (b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.
- (c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the

contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

CLAUSES INCORPORATED BY FULL TEXT

5252,247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

- (a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.
 - (1) PCO, Air-2.5.3.3.2.
 - (2) ACO, Code S4801A
- (b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.
- (c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.
- (d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.
- (e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
- (f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.
 - (g) DD Form 1423, Block 14 Mailing Addresses:

NAWCTSD:

Naval Air Warfare Center Training Systems Division Attn: John J. Warren, Air-2.5.3.3.2 (john.j.warren@navy.mil) 12350 Research Parkway Orlando FL 32826

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

N4143A - Fleet Readiness Center Mid-Atlantic Attn: Byron Gundaker, COR (<u>byron.gundaker@navy.mil</u>) Hangar 301 Suite 203W 47042 Tate Road NAS Patuxent River, MD 20670

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at:

HANGAR 301 SUITE 203W,

Buildings 158, 177, 307, 307A, 319, 324, 876, 1120, 1383, 1403, 1684, 1832, 2241 and 3202 Area 1832,

47042 TATE ROAD PATUXENT RIVER MD 20670.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1721804 URZ3 257 68520 0 050120 2D 000000

COST CODE: A00000913224 AMOUNT: \$5,122,139.94

CIN 130023106100001: \$161,280.00 CIN 130023106100002: \$4,960,859.94

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
	Reports	

CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) TBD through TBD are incrementally funded. For these item(s), the sum of \$TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$ TBD

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (OCT 1994)

- (a) The Contracting Officer has designated **Byron Gundaker**, **byron.dundaker@navy.mil**, **301-342-0644** as the authorized Contracting Officer's Representative (COR) for this contract.
- (b) The duties of the COR are limited to the following: <u>COR duties will be listed in the COR appointment</u> letter to be issued at contract award.

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: Scott Pfeifer

PHONE (BUS): 907-646-3118

PHONE (AFTER HOURS): 907-227-2828

ALTERNATE:

NAME: Kevin S. Dixon PHONE (BUS): 907-646-3111 PHONE (AFTER HOURS): 907-230-1691

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

CLAUSES INCORPORATED BY FULL TEXT

5252,204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)

- (a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.
 - (b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.
- (c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

- (a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.
- (b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database.

Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)

- (a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:
- (1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: <u>WAWF Overview</u>
- (2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:
- (i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.
- (ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 407-380-4843 or DFAS via the numbers listed at www.dfas.mil
- (3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF Functional Information and WAWF Training websites.
- (4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.
- (b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE						
	-Select Combo for Fixed Price Supplies and Services					
	-Select Cost Vo	oucher for all Cost of	or T&M o	or CLINs.		
	-The 2-in-1 inv	oice is not authoriz	ed for us	e by NAVAII	₹	
	-Questions? Ca	ıll 1-866-618-5988				
			Locate	ed in Block		
DoDAAC	DD1155	DD1155				SF1449
Description	(Destination	(Source/Origin	SF26	SF33	SF1449	(Destination
	Acceptance)	Acceptance)				Acceptance)
Issuing Office	6	6	5	7	7	9
DoDAAC	0	U	3	/	/	9
Administrating	7	7	6	24	26	16
Office DoDAAC	/	/	0	24	20	10
Inspector's	See	See	11	See	See	See
DoDAAC	Schedule	Schedule	11	Schedule	Schedule	Schedule
Service Acceptor	1.4	See	1.1	See	See	15
DoDAAC	14	Schedule	11	Schedule	Schedule	15
Pay Office	15	16	12	25	27	18a
DoDAAC	13	10	12	23	21	108

- (c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at http://www.dcaa.mil. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.
- (d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9501			Contracting Officer's
			Representative
John J. Warren	john.j.warren@navy.mil	407-380-4556	View Only

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

- (a) Contract Administration Office.
 - (1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: See the ADMINISTERED BY Block on the face page of the contract or modification.
- (2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: <u>FAR 42.302(a)(40) is withheld</u> and as delineated by the Procuring Contracting Officer (PCO) correspondence.
 - (b) Inquiries regarding payment should be referred to: MyInvoice at https://myinvoice.csd.disa.mil//index.html.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.217-7028 OVER AND ABOVE WORK (DEC 1991)

(a) "Definitions."

As used in this clause --

- (1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --
 - (i) Within the general scope of the contract;
 - (ii) Not covered by the line item(s) for the basic work under the contract; and
 - (iii) Necessary in order to satisfactorily complete the contract.
- (2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.
- (b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --
- (1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;
 - (2) Government review, verification, and authorization of the work; and
 - (3) Proposal pricing, submission, negotiation, and definitization.
- (c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.
 - (d) The Government shall --
 - (1) Promptly review the work request;
 - (2) Verify that the proposed work is required and not covered under the basic contract line item(s);
 - (3) Verify that the proposed corrective action is appropriate; and
 - (4) Authorize over and above work as necessary.
- (e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.
- (f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

CLAUSES INCORPORATED BY FULL TEXT

252.228-7001 GROUND AND FLIGHT RISK (JUN 2010)

- (a) Definitions. As used in this clause--
 - (1) "Aircraft", unless otherwise provided in the contract Schedule, means--
- (i) Aircraft to be delivered to the Government under this contract (either before or after Government acceptance), including complete aircraft and aircraft in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing, or a wing is attached to a fuselage of the aircraft;
- (ii) Aircraft, whether in a state of disassembly or reassembly, furnished by the Government to the Contractor under this contract, including all Government property installed, in the process of installation, or temporarily removed; provided that the aircraft and property are not covered by a separate bailment agreement;

- (iii) Aircraft furnished by the Contractor under this contract (either before or after Government acceptance); or
- (iv) Conventional winged aircraft, as well as helicopters, vertical take-off or landing aircraft, lighter-than-air airships, unmanned aerial vehicles, or other nonconventional aircraft specified in this contract.
- (2) "Contractor's managerial personnel" means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or other equivalent representatives who have supervision or direction of--
 - (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operation at any one plant or separate location; or
 - (iii) A separate and complete major industrial operation.
- (3) "Contractor's premises" means those premises, including subcontractors' premises, designated in the Schedule or in writing by the Contracting Officer, and any other place the aircraft is moved for safeguarding.
- (4) "Flight" means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.
- (i) For land-based aircraft, "flight" begins with the taxi roll from a flight line on the Contractor's premises and continues until the aircraft has completed the taxi roll in returning to a flight line on the Contractor's premises.
- (ii) For seaplanes, "flight" begins with the launching from a ramp on the Contractor's premises and continues until the aircraft has completed its landing run and is beached at a ramp on the Contractor's premises.
- (iii) For helicopters, "flight" begins upon engagement of the rotors for the purpose of take-off from the Contractor's premises and continues until the aircraft has returned to the ground on the Contractor's premises and the rotors are disengaged.
- (iv) For vertical take-off or landing aircraft, "flight" begins upon disengagement from any launching platform or device on the Contractor's premises and continues until the aircraft has been engaged to any launching platform or device on the Contractor's premises.
- (v) All aircraft off the Contractor's premises shall be considered to be in flight when on the ground or water for reasonable periods of time following emergency landings, landings made in performance of this contract, or landings approved in writing by the Contracting Officer.
- (5) "Flight crew member" means the pilot, the co-pilot, and, unless otherwise provided in the Schedule, the flight engineer, navigator, and bombardier-navigator when assigned to their respective crew positions for the purpose of conducting any flight on behalf of the Contractor. It also includes any pilot or operator of an unmanned aerial vehicle. If required, a defense systems operator may also be assigned as a flight crew member.
- (6) "In the open" means located wholly outside of buildings on the Contractor's premises or other places described in the Schedule as being "in the open". Government-furnished aircraft shall be considered to be located "in the open" at all times while in the Contractor's possession, care, custody, or control.
- (7) "Operation" means operations and tests of the aircraft and its installed equipment, accessories, and power plants, while the aircraft is in the open or in motion. The term does not apply to aircraft on any production line or in flight.
- (b) Combined regulation/instruction. The Contractor shall be bound by the operating procedures contained in the combined regulation/instruction entitled "Contractor's Flight and Ground Operations" (Air Force Instruction 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1 (Series), Coast Guard Instruction M13020.3, and Defense Contract Management Agency Instruction 8210.1) in effect on the date of contract award.
- (c) Government as self-insurer. Subject to the conditions in paragraph (d) of this clause, the Government self-insures and assumes the risk of damage to, or loss or destruction of aircraft "in the open", during "operation", and in "flight", except as may be specifically provided in the Schedule as an exception to this clause. The Contractor shall not be liable to the Government for such damage, loss, or destruction beyond the Contractor's share of loss amount under the Government's self-insurance.
- (d) Conditions for Government's self-insurance. The Government's assumption of risk for aircraft in the open shall continue unless the Contracting Officer finds that the Contractor has failed to comply with paragraph (b) of this clause, or that the aircraft is in the open under unreasonable conditions, and the Contractor fails to take prompt corrective action.
- (1) The Contracting Officer, when finding that the Contractor has failed to comply with paragraph (b) of this clause or that the aircraft is in the open under unreasonable conditions, shall notify the Contractor in writing and shall require the Contractor to make corrections within a reasonable time.

- (2) Upon receipt of the notice, the Contractor shall promptly correct the cited conditions, regardless of whether there is agreement that the conditions are unreasonable.
- (i) If the Contracting Officer later determines that the cited conditions were not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred in correcting the conditions.
- (ii) Any dispute as to the unreasonableness of the conditions or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.
- (3) If the Contracting Officer finds that the Contractor failed to act promptly to correct the cited conditions or failed to correct the conditions within a reasonable time, the Contracting Officer may terminate the Government's assumption of risk for any aircraft in the open under the cited conditions. The termination will be effective at 12:01 a.m. on the fifteenth day following the day the written notice is received by the Contractor.
- (i) If the Contracting Officer later determines that the Contractor acted promptly to correct the cited conditions or that the time taken by the Contractor was not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred as a result of termination of the Government's assumption of risk.
- (ii) Any dispute as to the timeliness of the Contractor's action or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.
 - (4) If the Government terminates its assumption of risk pursuant to the terms of this clause-
- (i) The Contractor shall thereafter assume the entire risk for damage, loss, or destruction of the affected aircraft;
- (ii) Any costs incurred by the Contractor (including the costs of the Contractor's self-insurance, insurance premiums paid to insure the Contractor's assumption of risk, deductibles associated with such purchased insurance, etc.) to mitigate its assumption of risk are unallowable costs; and
- (iii) The liability provisions of the Government Property clause of this contract are not applicable to the affected aircraft.
- (5) The Contractor shall promptly notify the Contracting Officer when unreasonable conditions have been corrected.
- (i) If, upon receipt of the Contractor's notice of the correction of the unreasonable conditions, the Government elects to again assume the risk of loss and relieve the Contractor of its liability for damage, loss, or destruction of the aircraft, the Contracting Officer will notify the Contractor of the Contracting Officer's decision to resume the Government's risk of loss. The Contractor shall be entitled to an equitable adjustment in the contract price for any insurance costs extending from the end of the third working day after the Government's receipt of the Contractor's notice of correction until the Contractor is notified that the Government will resume the risk of loss.
- (ii) If the Government does not again assume the risk of loss and the unreasonable conditions have been corrected, the Contractor shall be entitled to an equitable adjustment for insurance costs, if any, extending after the third working day after the Government's receipt of the Contractor's notice of correction.
- (6) The Government's termination of its assumption of risk of loss does not relieve the Contractor of its obligation to comply with all other provisions of this clause, including the combined regulation/instruction entitled "Contractor's Flight and Ground Operations".
- (e) Exclusions from the Government's assumption of risk. The Government's assumption of risk shall not extend to damage, loss, or destruction of aircraft which--
- (1) Results from failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for the protection and preservation of aircraft in the open and during operation in accordance with sound industrial practice, including oversight of a subcontractor's program;
- (2) Is sustained during flight if either the flight or the flight crew members have not been approved in advance of any flight in writing by the Government Flight Representative, who has been authorized in accordance with the combined regulation/instruction entitled "Contractor's Flight and Ground Operations";
- (3) Occurs in the course of transportation by rail, or by conveyance on public streets, highways, or waterways, except for Government-furnished property;
 - (4) Is covered by insurance;
- (5) Consists of wear and tear; deterioration (including rust and corrosion); freezing; or mechanical, structural, or electrical breakdown or failure, unless these are the result of other loss, damage or destruction covered by this clause. (This exclusion does not apply to Government-furnished property if damage consists of reasonable wear and tear or deterioration, or results from inherent vice, e.g., a known condition or design defect in the property); or

- (6) Is sustained while the aircraft is being worked on and is a direct result of the work unless such damage, loss, or destruction would be covered by insurance which would have been maintained by the Contractor, but for the Government's assumption of risk.
 - (f) Contractor's share of loss and Contractor's deductible under the Government's self-insurance.
- (1) The Contractor assumes the risk of loss and shall be responsible for the Contractor's share of loss under the Government's self-insurance. That share is the lesser of—
- (i) The first \$100,000 of loss or damage to aircraft in the open, during operation, or in flight resulting from each separate event, except for reasonable wear and tear and to the extent the loss or damage is caused by negligence of Government personnel; or
 - (ii) Twenty percent of the price or estimated cost of this contract.
- (2) If the Government elects to require that the aircraft be replaced or restored by the Contractor to its condition immediately prior to the damage, the equitable adjustment in the price authorized by paragraph (j) of this clause shall not include the dollar amount of the risk assumed by the Contractor.
- (3) In the event the Government does not elect repair or replacement, the Contractor agrees to credit the contract price or pay the Government, as directed by the Contracting Officer, the lesser of--
 - (i) \$100,000;
 - (ii) Twenty percent of the price or estimated cost of this contract; or
 - (iii) The amount of the loss.
- (4) For task order and delivery order contracts, the Contractor's share of the loss shall be the lesser of \$100,000 or twenty percent of the combined total price or total estimated cost of those orders issued to date to which the clause applies.
- (5) The costs incurred by the Contractor for its share of the loss and for insuring against that loss are unallowable costs, including but not limited to--
 - (i) The Contractor's share of loss under the Government's self-insurance;
 - (ii) The costs of the Contractor's self-insurance;
 - (iii) The deductible for any Contractor-purchased insurance;
 - (iv) Insurance premiums paid for Contractor-purchased insurance; and
 - (v) Costs associated with determining, litigating, and defending against the Contractor's liability.
- (g) Subcontractor possession or control. The Contractor shall not be relieved from liability for damage, loss, or destruction of aircraft while such aircraft is in the possession or control of its subcontractors, except to the extent that the subcontract, with the written approval of the Contracting Officer, provides for relief from each liability. In the absence of approval, the subcontract shall contain provisions requiring the return of aircraft in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract.
- (h) Contractor's exclusion of insurance costs. The Contractor warrants that the contract price does not and will not include, except as may be authorized in this clause, any charge or contingency reserve for insurance covering damage, loss, or destruction of aircraft while in the open, during operation, or in flight when the risk has been assumed by the Government, including the Contractor share of loss in this clause, even if the assumption may be terminated for aircraft in the open.
 - (i) Procedures in the event of loss.
- (1) In the event of damage, loss, or destruction of aircraft in the open, during operation, or in flight, the Contractor shall take all reasonable steps to protect the aircraft from further damage, to separate damaged and undamaged aircraft, and to put all aircraft in the best possible order. Except in cases covered by paragraph (f)(2) of this clause, the Contractor shall furnish to the Contracting Officer a statement of--
 - (i) The damaged, lost, or destroyed aircraft;
 - (ii) The time and origin of the damage, loss, or destruction;
 - (iii) All known interests in commingled property of which aircraft are a part; and
 - (iv) The insurance, if any, covering the interest in commingled property.
- (2) The Contracting Officer will make an equitable adjustment for expenditures made by the Contractor in performing the obligations under this paragraph.
 - (j) Loss prior to delivery.
- (1) If prior to delivery and acceptance by the Government, aircraft is damaged, lost, or destroyed and the Government assumed the risk, the Government shall either--

- (i) Require that the aircraft be replaced or restored by the Contractor to the condition immediately prior to the damage, in which event the Contracting Officer will make an equitable adjustment in the contract price and the time for contract performance; or
- (ii) Terminate this contract with respect to the aircraft. Notwithstanding the provisions in any other termination clause under this contract, in the event of termination, the Contractor shall be paid the contract price for the aircraft (or, if applicable, any work to be performed on the aircraft) less any amount the Contracting Officer determines--
- (A) It would have cost the Contractor to complete the aircraft (or any work to be performed on the aircraft) together with anticipated profit on uncompleted work; and
 - (B) Would be the value of the damaged aircraft or any salvage retained by the Contractor.
- (2) The Contracting Officer shall prescribe the manner of disposition of the damaged, lost, or destroyed aircraft, or any parts of the aircraft. If any additional costs of such disposition are incurred by the Contractor, a further equitable adjustment will be made in the amount due the Contractor. Failure of the parties to agree upon termination costs or an equitable adjustment with respect to any aircraft shall be considered a dispute under the Disputes clause of this contract.
- (k) Reimbursement from a third party. In the event the Contractor is reimbursed or compensated by a third party for damage, loss, or destruction of aircraft and has also been compensated by the Government, the Contractor shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for damage, loss, or destruction. Upon the request of the Contracting Officer or authorized representative, the Contractor shall at Government expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation) in obtaining recovery.
- (l) Government acceptance of liability. To the extent the Government has accepted such liability under other provisions of this contract, the Contractor shall not be reimbursed for liability to third persons for loss or damage to property or for death or bodily injury caused by aircraft during flight unless the flight crew members previously have been approved for this flight in writing by the Government Flight Representative, who has been authorized in accordance with the combined regulation entitled "Contractor's Flight and Ground Operations".
- (m) Subcontracts. The Contractor shall incorporate the requirements of this clause, including this paragraph (m), in all subcontracts.

CLAUSES INCORPORATED BY FULL TEXT

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)

- (a) The Contractor shall report promptly to the Administrative Contracting Officer all pertinent facts relating to each accident involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired, or overhauled in connection with this contract.
- (b) If the Government conducts an investigation of the accident, the Contractor will cooperate and assist the Government's personnel until the investigation is complete.
- (c) The Contractor will include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in accident investigations.

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Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at http://assist.daps.dla.mil. To access these documents, select the Quick Search link on the site home page.

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5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005)

- (a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- (b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

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5252.217-9507 OVER AND ABOVE WORK REQUESTS (NAVAIR) (OCT 2005)

- (a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, "Over and Above Work".
- (b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR Attachment 9) Form similar to the one attached to this contract to the PCO, via the COR, for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.
- (c) The COR will review the OAWR submitted by the contractor, and then forward the form to the NAWCTSD Program Office with a recommendation of approval or disapproval, with one copy to the PCO. The COR will annotate the form with the reasons for the recommendation.
 - (d) The PCO shall take one of the following actions:
- (1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.
- (2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.
- (e) To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor that exceed the NTE price established by the modification.
 - (f) Modifications to an OAWR will be effected by Standard Form 30.

- (g) If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the PCO. The PCO is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification which establishes a FFP for that amount. The definitizing modification should include the following information:
 - (1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.
- (2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be deobligated.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT 1994)

A Service Contract Act (SCA) wage determination Attachment 6 or Collective Bargaining Agreement (CBA) Attachment 5 will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

- (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
- (b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
- (c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
- (d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
- (e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.228-9500 ADDITIONAL DEFINITIONS WITH RESPECT TO"GROUND AND FLIGHT RISK" CLAUSE (NAVAIR) (DEC 1991)

For the purpose of complying with the "Ground and Flight Risk" clause, the contractor's premises shall be deemed to be Government site, located at NAS Patuxent River, MD.

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, <u>"FAR 52.228-5, "Insurance-</u>-Work on a Government Installation" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)(OCT 2006)

- (a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding
- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).
- (c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.
- (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.
- (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.
- (3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.
- (4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.
- (d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement
- (e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal

commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

- (f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.
- (g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.
- (h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

- (a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.
- (c) The contractor agrees that <u>during the term of the contract</u>, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.
- (h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

- (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract #N00024-00-D-6000, clause 5.2 "Ordering."
- (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.
- (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Naval Air Warfare Center Training Systems Division, Attn: Kathleen Dougherty, AIR-2.5.3.3.2, 12350 Research Parkway, Orlando, FL 32826.

Section I - Contract Clauses

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52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal	JAN 1997
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52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2007
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52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
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52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
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52.209-6	Protecting the Government's Interest When Subcontracting	SEP 2006
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52.215-2	Audit and RecordsNegotiation	MAR 2009
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data	OCT 1997
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52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
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52.215-21	Requirements for Cost or Pricing Data or Information Other	OCT 1997
	Than Cost or Pricing DataModifications	
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-8 (Dev)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
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52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans	SEP 2006
	of the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veteran	
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52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price	SEP 2009
	Adjustment (Multiple Year And Option)	3== =007
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
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52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
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52.228-5	Insurance - Work On A Government Installation	JAN 1997
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52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
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52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
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52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
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52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	ChangesFixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	ChangesCost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-5 52.244-6	Subcontracts for Commercial Items	JUN 2010
52.245-1	Government Property	JUN 2007
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52.246-25	Limitation Of LiabilityServices	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
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252.203-7000	Requirements Relating to Compensation of Former DoD	JAN 2009
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252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense	e-DEC 2008
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holder	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled B	yDEC 2006
	The Government of a Terrorist Country	
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreement	sMAY 2010

252.223-7004	Drug Free Work Force	SEP 1988
252.225-7004	Report of Intended Performance Outside the United States	MAY 2007
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252.225-7006	Quarterly Reporting of Actual Contract Performance Outside	MAY 2007
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252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
	Economic Enterprises, and Native Hawaiian Small Business	
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252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7025	Limitations on the Use or Disclosure of Government-	JUN 1995
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252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

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52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--
- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--
- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
 - (3) Any required posters may be obtained as follows:

 $Poster(s)\ Obtain\ from\ \underline{www.ig.navy.mil/Division/Investigations/Hotlines.htm}$

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
 - (ii) The website(s) or other contact information for obtaining the poster(s).)
- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract-
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 65 months.

52.219-17 SECTION 8(A) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the NAWCTSD Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.
- (c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer at NAWCTSD.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --
 - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation
- (d)(1) Agreement . A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.
- (2) Tyonek WorldWide Services Inc. will notify the NAWCTSD Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
 - (3) For long-term contracts--
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code []			
ssigned to contract number [].				
[Contractor to sign and date and inser	t authorized signer's name and title].			
Signature	Date			
Signer's Printed Name	Signer's Title			

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION Employee Class

Monetary Wage-Fringe Benefits

Code

JOB CLASSIFICATIONS	Rate	Code
Production Control Clerk	\$22.03	1270
Supply Technician	\$28.55	1410
Automotive Worker	\$22.15	5070
Motor Vehicle Mechanic	\$24.78	5190
Aircraft Mechanic I	\$25.83	23021
Aircraft Mechanic III	\$28.53	23023
Aircraft Painter	\$24.73	23050
Aircraft Worker	\$21.01	23080
Electronics Technician Maintenance II	\$26.47	23182
Electronics Technician Maintenance III	\$27.89	23183
Machinery, Maintenance Mechanic	\$23.12	23530
Painter, Maintenance	\$23.91	23760
Welder, Combination, Maintenance	\$22.91	23960

52.247-25 GOVERNMENT-FURNISHED EQUIPMENT WITH OR WITHOUT OPERATORS (APR 1984)

The Government will provide Material Handling Equipment (MHE) without operators at NAS Patuxent River, MD to assist in loading and unloading, when required. The Government is responsible to provide all necessary training.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far or http://farsite.hill.af.mil.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the **NAS Patuxent River, MD**. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to Byron Gundaker, Hangar 301, Suite 203W, 47042 Tate Rd, Patuxent River, MD 20670. All losses are to have the permanent badges returned to Byron Gundaker, COR, on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS/ATTACHMENTS

Document Type	Description
Attachment 1	Statement of Work
Attachment 2	Quality Assurance Surveillance Plan (QASP)
	NAS Patuxent River, MD
Attachment 3	RESERVED
Attachment 4	NAWCTSD 4330/60 Data Item Transmittal form
Attachment 5	CBA
Attachment 6	Wage Determination No. 2005-2103, 06/15/10
Attachment 7	RESERVED
Attachment 8	RESERVED
Attachment 9	Over and Above Work Request (OAWR)
Attachment 10	DD254 - DoD Contract Security Classification
	Specification
Attachment 11	Premium Time Request/Authorization Form
Attachment 12	RESERVED
Attachment 13	Contract Data Requirements List (CDRL) Distribution List
Exhibit A	DD 1423-1 – Contract Data Requirements List

EXHIBIT A:

CDRL#:	Title:	Subtitle:	DID#&CDRL ANNEX FILE
A001	Technical Report – Study/Services	IMRL Inventory Report	DI-Misc-80508B & CDRL A001 ANNEX IMRL
A002	Technical Report – Study/Services	Non-IMRL / Plant Property & Contractor Property Inventory Report	DI-Misc-80508B
A003	Technical Report – Study/Services	Contractor Quality Assurance Plan	DI-Misc-80508B
A004	Technical Report – Study/Services	Contractor Safety Plan	DI-Misc-80508B
A005	Technical Report – Study/Services	Information Technology (IT) Personnel Security Report	DI-Misc-80508B
A006	Technical Report – Study/Services	CVS-TA/CAC Status Report	DI-Misc-80508B & CDRL A006 ANNEX Std Form SF 85P
A007	Technical Report – Study/Services	Monthly Maintenance Plan Inputs	DI-Misc-80508B
A009	Progress Status and Management Report	Daily Equipment (Bench) Status Report	DI-Mgmt-80227
A010	Progress Status and Management Report	Maintenance Action Summary Report	DI-Mgmt-80227
A011	Technical Report – Study/Services	Contract Funding Status Report	DI-Misc-80508B
A012	Technical Report – Study/Services	Contractor Maintenance Support Services (CMSS) Performance and	DI-Misc-80508B

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		Manning Summary	
A013	Conference	Conference Minutes	DI-Admin-81250A
	Minutes		